



## FRANCHISE DISCLOSURE DOCUMENT

CLEAN JUICE FRANCHISING, LLC dba CLEAN JUICE 10000 Twin Lakes Parkway, Suite B Charlotte, NC, 28269 Phone (704) 918-1217 \* Fax (704) 918-4451

> <u>franchise@cleanjuice.com</u> <u>www.cleanjuice.com</u>

Clean Juice Franchising, LLC is in the business of marketing and selling fruit and vegetable juices, protein smoothies, coffees, acai bowls, and other related supplemental products and services, making every effort possible to use 100% USDA Certified Organic Produce and GMO-free ingredients under the trade name "Clean Juice" ("Franchised or Clean Juice Business(es)").

Under this disclosure document, we offer qualified individuals the right to serve as our "Area Representative" within a given territory (an "AR Development Area"). Under an Area Representative Agreement, you will serve as our independent Area Representative and recruit franchisees to own and operate Clean Juice Businesses and provide support services to franchisees within your AR Development Area (the "Area Representative Business"). The total estimated initial investment to begin operation of the Area Representative Business ranges from \$423,600 - \$822,075, which includes an Area Representative Fee ranging from \$192,500 to \$292,500 that must be paid to us, which varies based on the number of Clean Juice Businesses involved, the size of your AR Development Area, and the term of your Mandatory Development Schedule. You are also required to open and commence operating your own Franchised Business within the AR Development Area under a separate form of our then-current Franchise Agreement.

This disclosure document summarizes certain provisions of your area representative agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Dave Cuff at <a href="mailto:dave@cleanjuice.com">dave@cleanjuice.com</a> 10000 Twin Lakes Parkway, Suite B, Charlotte, NC 28269.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at <a href="https://www.ftc.gov">www.ftc.gov</a> for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: August 1, 2019



## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit B for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE. IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

- 1. AT OUR OPTION, THE AREA REPRESENTATIVE AGREEMENT AND FRANCHISE AGREEMENT REQUIRES YOU TO FIRST RESOLVE ALL DISPUTES WITH US BY NON-BINDING MEDIATION ONLY IN CHARLOTTE, NORTH CAROLINA, OUT OF STATE NON-BINDING MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN CHARLOTTE, NORTH CAROLINA, THAN IN YOUR OWN STATE. ANY DISPUTES WITH US NOT SUBJECT TO NON-BINDING MEDIATION MUST BE RESOLVED BY LITIGATION ONLY IN CHARLOTTE, NORTH CAROLINA. IT MAY COST YOU MORE TO LITIGATE WITH US IN NORTH CAROLINA THAN IN YOUR OWN STATE.
- THE AREA REPRESENTATIVE AGREEMENT STATES THAT IT IS GOVERNED BY NORTH CAROLINA LAW. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- IF THE AREA REPRESENTATIVE IS A BUSINESS ENTITY, EACH SHAREHOLDER, PARTNER, MEMBER, AND MANAGER OF AREA REPRESENTATIVE AND THEIR RESPECTIVE SPOUSES MUST EXECUTE A PERSONAL GUARANTY. THIS PLACES THE PERSONAL ASSETS OF EACH INDIVIDUAL AND THEIR SPOUSE ATRISK.
  - 4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

The effective date of this Disclosure Document in your state, if applicable, is listed on the following page.



## STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Florida, Washington and Wisconsin.

The original version of this Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

CALIFORNIA	
FLORIDA	
HAWAII	
ILLINOIS	
INDIANA	
KENTUCKY	
MARYLAND	
MICHIGAN	
MINNESOTA	
NEBRASKA	
NEW YORK	
NORTH DAKOTA	
RHODE ISLAND	
SOUTH DAKOTA	
TEXAS	
UTAH	
VIRGINIA	
WASHINGTON	
WISCONSIN	

In all other states, the effective date of this Franchise Disclosure Document, as amended, is the Issuance Date of August 1, 2019.

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